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ATTORNEYS FOR Defendant
CALIFORNIA IN NICE, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

YOSHIO KATO, individually and as
surviving heirs of decedent, Yoshiyuki Kato,
et al.,

No. C 09-0616 JF (HRL)

Plaintiffs,

vs.

HAWKER BEECHCRAFT
CORPORATION, BEECH AIRCRAFT
CORPORATION, et al.,

Defendants.

HARUKO MIYATA, Individually, et al.,

No. C 09-1148 JF (HRL)

Plaintiffs,

STIPULATED PROTECTIVE ORDER

vs.

CALIFORNIA IN NICE, INC., (d.b.a.
NICE AIR), et al.,

Defendants.

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1 WHEREAS solely for the purpose of attempting to compromise, settle, or resolve, in whole
2 or in part, the litigation arising out of the December 18, 2006 accident, involving a Beech D95A
3 (U.S. Registration N144PG), defendant CALIFORNIA IN NICE, INC., d/b/a "Nice Air"
4 (hereinafter "Nice Air") agrees to disclose to the plaintiffs in the captioned litigation, and to their
5 counsel of record, certain financial information which Nice Air contends is confidential and
6 proprietary (hereinafter "Protected Material"); and

7 WHEREAS Nice Air makes these disclosures without prejudice to its position that the
8 Protected Material is confidential and proprietary and without prejudice to its position as to the
9 inadmissibility of the Protected Material in future proceedings in the litigation; and

10 WHEREAS Nice Air will disclose certain Protected Material, but only in reliance upon this
11 express agreement of the plaintiffs and their counsel of record that the disclosed Protected Material
12 will be used solely and exclusively in connection with these related cases and solely for the purpose
13 of attempting to settle this litigation; and

14 WHEREAS plaintiffs' agreement to this limitation on the use of Protected Material is without
15 prejudice to their rights to seek a modification of this agreement, either by stipulation or by Court
16 order upon a showing of good cause; and

17 WHEREAS when the litigation has been terminated, plaintiffs and their counsel will, within
18 60 days after the final termination of this action, return all Protected Material to counsel of record
19 for Nice Air. With the permission in writing from Nice Air or its counsel of record, plaintiffs and
20 their attorneys may destroy some or all of the Protected Material instead of returning it. Whether
21 the Protected Material is returned or destroyed, plaintiffs and the counsel must submit a written
22 certification to Nice Air, by the 60 day deadline, that identifies (by category, where appropriate) all
23 the Protected Material that was returned or destroyed and that affirms that no copies, abstracts,
24 compilations, summaries or other forms of reproducing or capturing any of the Protected Material
25 have been retained; and

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WHEREAS unless otherwise ordered by the court or permitted in writing by Nice Air or its counsel of record, plaintiffs and their counsel of record may disclose any information or item designated by Nice Air as CONFIDENTIAL only to:

(a) plaintiffs' Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation; and

(b) plaintiffs' experts to whom disclosure is reasonably necessary for purposes of attempting to compromise, settle, or resolve the litigation, in whole or in part; and

WHEREAS if timely corrected, an inadvertent failure to designate qualified information or items as "Confidential" does not, standing alone, waive Nice Air's right to secure protection under this Stipulation and Order for such material. If material is appropriately designated as "Confidential" after the material was initially produced, plaintiffs and their counsel of record, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulation and Order; and

WHEREAS nothing in this Stipulation abridges the right of any person to seek its modification by the Court in the future.

IT IS SO STIPULATED.

Dated: July 13, 2010

THE BRANDI LAW FIRM

/s/ *Brian J. Malloy*

By: _____

Brian J. Malloy
Attorneys for Plaintiffs
Yoshio Kato and Sachiko Kato

Dated: July 13, 2010

MARSHALL SUZUKI LAW GROUP

/s/ *Shinichi Mac Nozaki*

By: _____

Shinichi Mac Nozaki
Attorneys for Plaintiffs
Haruko Miyata and Keigo Miyata

1 Dated: July 13, 2010

LAW OFFICES OF SCOTT H. WECHSLER

2 /s/ *Scott H. Wechsler*

3 By: _____

4 Scott H. Wechsler
5 Attorneys for Plaintiffs
6 Haruko Miyata and Keigo Miyata

7 Dated: July 13, 2010

CODDINGTON, HICKS & DANFORTH

8 /s/ *Richard G. Grotch*

9 By: _____

10 Richard G. Grotch (*)
11 Alisha A. Beltramo
12 Attorneys for Defendant
13 California in Nice, Inc.

14 (*) I hereby attest that I have on file all holograph signatures
15 for any signatures indicated by a "conformed" signature (/s/)
16 within this e-filed document.

17 **ORDER**

18 PURSUANT TO STIPULATION, IT IS SO ORDERED. **For a period of six months**
19 **after the final termination of these actions, this court will retain jurisdiction to enforce the**
20 ~~Dated: March ==, 2010~~ **terms of this order.**

21 
22 Honorable Howard R. Moyd
23 UNITED STATES MAGISTRATE JUDGE